

Fill in this information to identify the case:

Debtor 1 Loretta Rose Adams
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the : Middle District of Pennsylvania
(State)
Case number 5:21-bk-01752-MJC

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust

Court claim no. (if known): 5

Last four digits of any number you use to identify the debtor's account: XXXXXX2669

Date of payment change: 3/1/2024
Must be at least 21 days after date of this notice

New total payment: \$670.41
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ 271.68

New escrow payment : \$ 284.49

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?

☐ No

☒ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 6.93400 %

New interest rate: 7.90400 %

Current principal and interest payment: \$ 348.53

New principal and interest payment: \$ 385.92

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Loretta Rose Adams

Case number (if known) 5:21-bk-01752-MJC

First Name Middle Name Last Name

Part 4:**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/Ernest Yazzetti, Jr. Date 02/06/2024
Signature

Print: Ernest Yazzetti, Jr. Title Authorized Agent for Creditor
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road
Number Street
Roswell GA 30076
City State ZIP Code

Contact phone 8482000083 Email Ernest.Yazzetti@mccalla.com

In Re:	Bankruptcy Case No.: 5:21-bk-01752-MJC
Loretta Rose Adams	Chapter: 13
	Judge: Mark J Conway

CERTIFICATE OF SERVICE

I, Ernest Yazzetti, Jr., of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Loretta Rose Adams
1 Morgan Ter
Plymouth, PA 18651-2421

Jason Paul Provinzano Law Offices of Jason P. Provinzano, LLC 16 W. Northampton Street Wilkes Barre, PA 18701	<i>(Served via ECF at MyLawyer@JPPLaw.com)</i>
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Jack N Zaharopoulos, Trustee Standing Chapter 13 Trustee 8125 Adams Drive, Suite A Hummelstown, PA 17036	<i>(Served via ECF Notification)</i>
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United States Trustee US Courthouse 1501 N. 6th St Harrisburg, PA 17102	<i>(Served via ECF Notification)</i>
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I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 02/07/2024 (date)	By: <u>/s/Ernest Yazzetti, Jr.</u> Ernest Yazzetti, Jr. Authorized Agent for Creditor
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RETURN SERVICE REQUESTED

8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm
Saturday, Operating hours are Central Time
Toll Free: (800) 495-7166
Fax: (630) 282-7548

Correspondence:
1601 LBJ Freeway Suite 150
Farmers Branch, TX 75234

LORETTA R ADAMS
1 MORGAN TER
PLYMOUTH, PA 18651-2421

Analysis Date: 12/19/23
Loan Number: **[REDACTED]**
Borrower Name: **LORETTA R ADAMS**
Property Address: 1 MORGAN TERR
PLYMOUTH PA 18651

Each year Fay Servicing, LLC reviews your escrow account to determine your new monthly escrow payment. As you may know, we collect funds and hold them in your escrow account to pay property taxes and insurance premiums on your behalf. Below are answers to the most commonly asked questions we receive about the annual escrow analysis and details related to your account.

1. What is the amount of my new monthly payment starting March 01, 2024?

Payment Items	Current Payment	New Payment	Difference
Total Payment	620.21	670.41	50.20
Portion Going to Escrow	271.68	284.49	12.81

- Note:** If you currently use a third party bill pay service to make automatic payments, please update the amount scheduled to reflect the new payment amount listed above. If you are currently set up on automatic payments with Fay Servicing, this new amount will automatically take effect with your March payment.

2. What are the most common reasons that my escrow payment may change from year to year?

- A. Increases or Decreases in Amounts Billed** – The amount we collect each month to be held in your escrow account may change based on increases or decreases to your property taxes, mortgage insurance premiums, or homeowner's insurance premiums. The information below compares the amounts Fay Servicing expected to pay for each item this past year from your escrow account to the actual amounts that were paid or will be due. The difference column reflects the increase or decrease for each escrowed item.

Escrowed Item	Anticipated Amounts Due	Actual Amounts Paid or Due	Difference
HOMEOWNERS I	\$950.00	\$1,032.00	\$82.00
SCHOOL	\$1,423.52	\$1,460.34	\$36.82
VILL / BORO	\$886.56	\$921.46	\$34.90
Total Annual Escrow Payments	\$3,260.08	\$3,413.80	\$153.72
Monthly Escrow Payments	\$271.68	\$284.49	\$12.81

- B. Repayment of Escrow Shortage or Surplus** - According to the projections shown in Table 1 on the reverse side, your escrow account will rise above the minimum required balance of \$568.97 in March. This means you have a **surplus** of \$9,351.19 in your escrow account.

Projected Low Escrow Balance	Allowable Low Escrow Balance	Surplus*
-\$4,128.74	minus \$568.97	equals \$9,351.19*

* An Escrow Adjustment of \$14,048.90, scheduled to be repaid through the bankruptcy, is included in this calculation.

ESCROW SURPLUS SUMMARY

Loan Number: **[REDACTED]**

Name: **LORETTA R ADAMS**

Surplus Amount: **\$9,351.19**

The surplus is being retained in your account.

If you have any questions regarding this surplus amount, please contact us at (800) 495-7166.

ESCROW ACCOUNT PROJECTIONS AND ACTIVITY HISTORY

Table 1 shows a month by month estimate of the activity we anticipate will occur in your escrow account over the next 12 months. This table shows the projected low balance point that is used to calculate an escrow surplus or shortage.

TABLE 1 - ACCOUNT PROJECTIONS

<u>Month</u>	<u>Description</u>	<u>Payments Estimate</u>	<u>Disbursements Estimate</u>	<u>Total Balance</u>	<u>Minimum Required</u>	<u>Difference</u>
03/24	Beginning Balance			-\$3,491.77		
04/24	VILL / BORO	284.49	921.46	-4,128.74	568.97	-4,697.71 **
05/24		284.49	0.00	-3,844.25	568.97	-4,413.22
06/24		284.49	0.00	-3,559.76	568.97	-4,128.73
07/24		284.49	0.00	-3,275.27	568.97	-3,844.24
08/24		284.49	0.00	-2,990.78	568.97	-3,559.75
09/24	SCHOOL	284.49	0.00	-2,706.29	568.97	-3,275.26
10/24		284.49	1,460.34	-3,882.14	568.97	-4,451.11
11/24		284.49	0.00	-3,597.65	568.97	-4,166.62
12/24		284.49	0.00	-3,313.16	568.97	-3,882.13
01/25	HOMEOWNERS I	284.49	0.00	-3,028.67	568.97	-3,597.64
02/25		284.49	1,032.00	-3,776.18	568.97	-4,345.15
		284.49	0.00	-3,491.69	568.97	-4,060.66
Totals		\$3,413.88	\$3,413.80			

**Low Balance used to determine escrow overage or shortage.

Federal law (RESPA) allows lenders to maintain a two month cushion in an escrow account. A lower cushion may be required under state law. The cushion helps minimize the amount your escrow account could be overdrawn if tax or insurance payments increase.

Table 2 itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. Last year estimates are next to the actual activity. The letter 'E' beside an amount indicates that the payment or disbursement has not yet occurred, but is estimated to occur as shown. An asterisk (*) indicates a difference from a previous estimate either in the date or amount and may be caused by any of the following:

- The actual amount of insurance or taxes paid since your last Escrow Analysis Statement was higher or lower than anticipated
- Additional funds were applied to your escrow account
- The time elapsed between payments to escrow and disbursement from escrow was shorter or longer than anticipated on your last Escrow Analysis Statement.

TABLE 2 - ESCROW ACTIVITY HISTORY

<u>Month</u>	<u>Description</u>	<u>Payments</u>		<u>Projected Disbursements</u>		<u>Total Balance</u>
<u>History</u>		<u>Estimate</u>	<u>Actual</u>	<u>Estimate</u>	<u>Actual</u>	
03/23	Beginning Balance					-\$11,862.00
04/23	VILL / BORO	271.68	1,130.52 *	886.56	921.46 *	-11,652.94
05/23		271.68	847.89 *	0.00	0.00	-10,805.05
06/23		271.68	282.63 *	0.00	0.00	-10,522.42
07/23		271.68	565.26 *	0.00	0.00	-9,957.16
08/23	SCHOOL	271.68	847.89 *	0.00	0.00	-9,109.27
09/23	SCHOOL	271.68	1,071.04 *	0.00	1,460.34 *	-9,498.57
10/23		271.68	1,071.04 *	1,423.52	0.00 *	-8,427.53
11/23		271.68	270.76 *	0.00	0.00	-8,156.77
12/23		271.68	270.76 *	0.00	0.00	-7,886.01
01/24	HAZARD INS	271.68	4,882.88 E	0.00	1,032.00 E	-4,035.13
02/24	HOMEOWNERS I	271.68	271.68 E	950.00	0.00 *	-3,763.45
		271.68	271.68 E	0.00	0.00	-3,491.77
Totals		\$3,260.16	\$11,784.03	\$3,260.08	\$3,413.80	

IMPORTANT NOTICES

ACH Debit Borrowers: You have previously authorized Fay Servicing, LLC to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC at least three (3) business days prior to your next scheduled debit.

DISCLOSURES

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC
Attn: Customer Service Department
Attn: Customer Service Department c/o Registered Agent Solutions, Inc 3000 Professional Drive, Suite A
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm Saturday, Operating hours are Central Time.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD STATEMENT

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll-free telephone number at (800) 569-4287.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil/content/locator.php>.

PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

Disputed Debts: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

1601 LBJ Freeway
Suite 150
Farmers Branch, TX 75234

11/21/2023

LORETTA R ADAMS
1 MORGAN TER
PLYMOUTH, PA 18651-2421

IMPORTANT MORTGAGE NOTIFICATION

Your Payment and Interest Rate will Increase

Account Number# [REDACTED]

Property address: 1 MORGAN TERR
PLYMOUTH, PA 18651

Dear Homeowner (s):

Per the terms of your modification agreement, your interest rate will change to 7.90400%% Effective 2/1/2024. This change in your interest rate will result in a new monthly payment of \$385.92 and your first payment at the new adjusted level is due 3/1/2024.

The table below shows the schedule of adjustments to your new interest rate and estimated future changes to your monthly mortgage payment.

Interest Rate	Interest Rate Effective Date	Monthly P&I	Estimated Monthly Escrow Payment	Total Monthly Payment	Payment Due Date
7.90400%	2/1/2024	\$385.92	\$270.76	\$656.68	3/1/2024

Your monthly payment includes an escrow amount for property taxes, hazard insurance and other escrowed expenses (if applicable), which, if they increase, may also increase your monthly payment. The escrow payment amounts shown are based on current data and represent a reasonable estimate of expenditures for future escrow obligations; however escrow payments may be adjusted periodically in accordance with applicable law. Your total month payment is calculated by adding the principal, interest and escrow.

If you have any questions or anticipate challenges paying your new monthly payment. Please contact our customer service by calling (800) 495-7166.

If you were modified under the Home Affordable Modification Program (HAMP), your interest rate will increase by up to 1% per year until it reaches its cap, which was the market rate of interest being charged by mortgage lenders on the day the modification agreement was prepared. Once the interest rate reaches the cap, it will be fixed for the remaining life of the loan. You may also contact the Homeowner's HOPEtm Hotline by calling 1-888-995-HOPE. The Hotline can help with questions about your HAMP modification and offers access to free HUD-approved counseling services in English or Spanish (other languages are available on request). It is available 24hours a day/7days a week.

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We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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Fay Servicing, LLC

Attn: Customer Service Department

Attn: Customer Service Department/o Registered Agent Solutions, Inc 901 S. 2nd Street, Suite 201
Springfield, IL 62704

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm Saturday, Operating hours are Central Time.

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U.S. Department of Housing and Urban Development (HUD)

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home.

For a list of homeownership counselors or counseling organizations in your area contact:

- ♦ The Consumer Financial Protection Bureau: [consumerfinance.gov/find-a-housing counselor](http://consumerfinance.gov/find-a-housing-counselor)
- ♦ The Department of Housing and Urban Development (HUD): <https://hudgov-answers.force.com/housingcounseling/s/> or by calling (800) 569-4287 or TDD (800) 877-8339

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contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
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600 Pennsylvania Avenue, NW
Washington, DC 20580
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www.ftc.gov

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